

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. DR. MEHDI ADHAM,)
2. BEHNAZ ADHAM,)
)
)
)
 Plaintiff,)
)
)
 v.) Case No.: CIV-12-281-HE
)
)
 1. METROPOLITAN PROPERTY AND)
 CASUALTY INSURANCE COMPANY,)
 a Rhode Island for profit Insurance)
 Corporation,)
)
)
 Defendant.)

COMPLAINT

A. Parties

1. Plaintiffs, Dr. Mehdi Adham and Behnaz Adham, are each citizens of the State of Oklahoma.
2. Defendant, Metropolitan Property and Casualty Insurance Company, is a foreign for profit insurance corporation incorporated and organized under the laws of the state of Rhode Island.
3. The principal place of business for Defendant, Metropolitan Property and Casualty Insurance Company, is within a state other than the state of Oklahoma.
4. The Defendant, Metropolitan Property and Casualty Insurance Company, is licensed to conduct business in the state of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto Plaintiffs, Dr. Mehdi Adham and Behnaz Adham, owned a home located at 14217 Gaillardia Place, in Oklahoma City, Oklahoma.

8. On or about May 16, 2010, Plaintiffs' home was damaged as the result of wind and hail.

9. At all times material hereto, the Plaintiffs, Dr. Mehdi Adham and Behnaz Adham, were insured under the terms and conditions of policy number 7461034930, issued by the Defendant, Metropolitan Property and Casualty Insurance Company.

10. At all times material hereto, Plaintiffs, Dr. Mehdi Adham and Behnaz Adham, complied with the terms and conditions of their homeowners' insurance policy.

11. Hail damage is a covered peril not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant, Metropolitan Property and Casualty Insurance Company.

D. Count I Breach of Contract

12. Plaintiffs, Dr. Mehdi Adham and Behnaz Adham, properly submitted their claim for hail damage, a covered peril not otherwise excluded, to Defendant,

Metropolitan Property and Casualty Insurance Company. Defendant, Metropolitan Property and Casualty Insurance Company, unreasonably disregarded obvious hail damage which was covered pursuant to the terms and conditions of Plaintiffs' policy.

13. Defendant, Metropolitan Property and Casualty Insurance Company, unreasonably refused to work with the Plaintiffs and their contractor to determine an appropriate scope of damages incurred as a result of the hail storm on May 16, 2010.

14. Defendant, Metropolitan Property and Casualty Insurance Company, unreasonably refused to include the proper roofing components and unreasonably refused to return to the Plaintiffs' property so that it could be demonstrated that Defendant was pricing the wrong type of roofing tiles. Defendant, Metropolitan Property and Casualty Insurance Company, was aware of this disagreement and unreasonably told Plaintiffs that it was going to stick with its original estimate.

15. The acts and omissions of the Defendant, Metropolitan Property and Casualty Insurance Company, in the investigation, evaluation and payment of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

E. Count II Bad Faith

16. Plaintiffs, Dr. Mehdi Adham and Behnaz Adham, properly submitted their claim for hail damage, a covered peril not otherwise excluded, to Defendant, Metropolitan Property and Casualty Insurance Company. Defendant, Metropolitan Property and Casualty Insurance Company, unreasonably disregarded obvious hail damage which was covered pursuant to the terms and conditions of Plaintiffs' policy.

17. Defendant, Metropolitan Property and Casualty Insurance Company, unreasonably refused to work with the Plaintiffs and their contractor to determine an appropriate scope of damages incurred as a result of the hail storm on May 16, 2010.

18. Defendant, Metropolitan Property and Casualty Insurance Company, unreasonably refused to include the proper roofing components and unreasonably refused to return to the Plaintiffs' property so that it could be demonstrated that Defendant was pricing the wrong type of roofing tiles. Defendant, Metropolitan Property and Casualty Insurance Company, was aware of this disagreement and unreasonably told Plaintiffs that it was going to stick with its original estimate.

19. The acts and omissions of the Defendant, Metropolitan Property and Casualty Insurance Company, in the investigation, evaluation and payment of Plaintiffs' claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

F. Demand for Jury Trial

20. The Plaintiffs, Dr. Mehdi Adham and Behnaz Adham, hereby request that matters set forth herein be determined by a jury of their peers.

G. Prayer

21. The unreasonable conduct of the Defendant, Metropolitan Property and Casualty Insurance Company, in the handling of Plaintiffs' homeowners claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought.

22. Having properly plead, Plaintiffs, Dr. Mehdi Adham and Behnaz Adham, hereby seek contractual, bad faith and punitive damages against the Defendant, Metropolitan Property and Casualty Insurance Company. The unreasonable conduct of the Defendant, Metropolitan Property and Casualty Insurance Company, in the handling of Plaintiffs' homeowners claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought, all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/Michael D. McGrew

Michael D. McGrew, OBA# 013167
MICHAEL D. MCGREW, & ASSOCIATES,
223 N. 3rd, Suite 206
Muskogee, Oklahoma 74401
(918) 684-4321 Telephone
(918) 684-4322 Facsimile
ATTORNEYS FOR THE PLAINTIFFS